

Walter Benzija, Esq.
HALPERIN BATTAGLIA RAICHT, LLP
555 Madison Avenue – 9th Floor
New York, New York 10022
(212) 765-9100
Counsel to UTi United States, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X

In re

Chapter 11

GENERAL MOTORS CORP., *et al.*

Case No. 09-50026 (REG)

Debtors.

(Jointly Administered)

-----X

**OBJECTION AND RESERVATION OF RIGHTS OF UTi UNITED STATES, INC.
TO NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN
CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES OF
PERSONAL PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL
REAL PROPERTY AND (II) CURE AMOUNTS RELATED THERETO**

UTi United States, Inc. ("UTi"), by its undersigned attorneys and pursuant to Bankruptcy Code Section 365(b), submits this objection and reservation of rights to the Notice of Debtors' Intent To Assume And Assign Certain Executory Contracts And Cure Amounts Related Thereto (the "Assumption Notice") and states:

1. UTi is a party to a certain Master Agreement For Global Freight Forwarding and Logistics Services (the "Master Agreement") with one or more of the above-captioned Debtors pursuant to which UTi provides integrated logistics services, including, but not limited to, arranging transportation using a network of carriers across various modes of transportation. Brandenburg performs construction-related services.

2. On June 1, 2009, Debtors filed petitions for bankruptcy under Chapter 11.

3. On or about June 5, 2009, Debtors purported to serve the Assumption Notice. The Assumption Notice refers to a website containing information about assumable executory contracts and their corresponding cure amounts.

4. The website lists a single contract attributed to UTi, but does not make it clear that it is the Master Agreement and misidentifies UTi Worldwide, Inc. as the contracting party. The website states in pertinent part as follows:

<u>Row ID</u>	<u>GM Contract ID</u>	<u>Vendor ID</u>	<u>Counter Party Name</u>	<u>Contract Type</u>	<u>Contract Status</u>
5716- 01056554	EU Origin	865347868	UTi	Service Agreement	Noticed

5. The website further provides that the cure amount as \$102,883.62. UTi is working to determine whether such cure amount is accurate. An initial search of UTi's records indicates that the total amount outstanding under the Master Agreement may be approximately \$1,084,926.36. Moreover, as stated above, it is also unclear from the information provided on the website what contract is being assumed.

6. UTi has no objection to the assumption of the Master Agreement but is not in a position at the current time to accept the cure amount as listed without further investigation. UTi remains willing to work with the Debtors to resolve the issue in good faith and will file or provide the Debtors with documents to substantiate its cure claim during such a process.

7. Finally, the Assumption Notice indicates that it was mailed to UTi's office in Long Beach, CA. The Master Agreement states that any and all notices to be sent to UTi were to go to UTi, Client Solutions Automotive Group, 5192 Southridge Parkway, Suite 117, Atlanta, GA 30349, attn: Tom Jendrowski, Vice President. However, it is unclear when the Assumption Notice was actually received by the Long Beach, CA office and in any event was not recognized

by someone in that office until June 17, 2009, two days after the purported deadline for asserting objections to the proposed assumption or the cure amounts associated with such assumption.

8. Thus, UTi did not receive the Assumption Notice in time to respond per its terms. Such a delay was compounded by the fact the Assumption Notice was not sent to the address set forth in the Master Agreement for all notices relating to the contract. Nevertheless, UTi files this objection and reservation of rights in a good faith effort to work with the Debtors to resolve these issues without the incurrence of any unnecessary costs.

WHEREFORE, UTi respectfully seeks that the proposed assumption and assignment of UTi's contract with the Debtors be conditioned upon Debtors' immediate payments of the proper cure claim amount, and that UTi be provided such other relief as this Court deems just and proper.

Dated: New York, New York
June 24, 2009

HALPERIN BATTAGLIA RAICHT, LLP
Counsel to UTi United States, Inc.

By: /s/ Walter Benzija
 Walter Benzija, Esq.
 555 Madison Avenue – 9th Floor
 New York, New York 10022
 (212) 765.9100
 Email: wbenzija@halperinlaw.net